

Document prepared by:  
Lynn Solomon, Esq.  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Return recorded document to:  
Broward County Environmental Protection and  
Growth Management Department  
Env. Engineering and Permitting Division  
1 North University Drive, Suite 201  
Plantation, Florida 33324

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**DEED OF CONSERVATION  
EASEMENT AND AGREEMENT**

(Woodlands)

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City of Fort Lauderdale, a Florida municipal corporation ("Grantor"), to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee") (collectively, "Parties"). As used in this Conservation Easement, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantee" shall include any and all heirs, assigns, successors, or successors-in-interest of Grantee.

**RECITALS**

A. Grantor is the owner of certain lands ("Property") situated in Broward County, Florida, and more specifically described in Exhibit A, attached hereto and incorporated herein.

B. Grantor desires to construct (name of project) a public parking lot for airport tenants and rental car companies for long term and short term rental needs ("Project") on the Property, which Project is subject to the regulatory jurisdiction of Broward County, by and through its Environmental Protection and Growth Management Department ("EPGMD").

C. EPGMD License No. TP18-1056 ("License") as may be modified or reissued will authorize certain activities that may impact trees or may require the preservation of woodlands on the Project site.

D. As a condition of the License, Grantor has developed and proposed a conservation tract and buffers on the Property, involving creation, restoration, enhancement, and preservation of the woodland and upland systems, which area is set forth in Exhibit B ("Conservation Area").

E. Grantor, in consideration of the consent granted by the License is agreeable to granting and securing to Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Conservation Area.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including issuance of the License to construct and operate the permitted activity, Grantor hereby grants this Conservation Easement upon the Conservation Area to Grantee and establishes this perpetual Conservation Easement, which shall run with the property as described in Exhibits A and B, and be binding upon Grantor, its agents, heirs, assigns, successors, and successors-in-interest, and shall remain in full force and effect forever.

1. The recitals set forth above are true and correct and form a material part of this Conservation Easement upon which the parties have relied.
2. The purpose of this Conservation Easement is to retain land and water within the Conservation Area in its natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition or in the vegetative and hydrologic condition required by the License and to retain such areas as a suitable habitat for fish, plants, and wildlife. It is the purpose and intent of this Conservation Easement to ensure that the Conservation Area will be retained and maintained by Grantor forever in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or in the vegetative and hydrologic condition required by the License.
3. Grantor conveys the following rights to Grantee by this Conservation Easement:
  - (a) To enter upon the Conservation Area upon no less than three (3) calendar days' notice and between the hours of 8 AM and 5 PM. Grantee may access the Conservation Area with any necessary equipment or vehicles to ensure compliance with this Conservation Easement and to enforce the rights granted herein. Grantee is granted an easement over, across, and through the Property to access the Conservation Area as reasonably necessary to exercise such right.
  - (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and to require and enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use. Grantee shall be entitled to recover the cost from Grantor of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural, or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the License, whichever enhancement is the most environmentally desirable to Grantee. These remedies are in addition to any other remedy, fine, or penalty available

under Chapter 27, Broward County Code of Ordinances, or that may be available by law.

4. Except for the restoration, creation, enhancement, maintenance, monitoring, and other activities and improvements related to the Conservation Area that are permitted or required by the License, the following activities are prohibited in or on the Conservation Area:
  - (a) Constructing or placing buildings, roads, signage, billboards or other advertising, utilities, or other structures on or above the ground;
  - (b) Dumping or placing soil or other substances or materials as landfill, or dumping or placing trash, waste, or unsightly or offensive materials;
  - (c) Removing or destroying trees, shrubs, or other vegetation, except for the removal of nuisance and exotic vegetation as approved in writing by EPGMD;
  - (d) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface of the Conservation Area;
  - (e) Surface use except for purposes that permit the land or water area to remain in its vegetative and hydrologic condition specified in the License;
  - (f) Conducting or allowing activities that are detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to ditching, diking, and fencing;
  - (g) Conducting or allowing acts or uses within the Conservation Area that are detrimental to the retention and maintenance of the condition of land or water areas set forth in the Conservation Easement and the License; and
  - (h) Conducting or allowing acts or uses of the Conservation Easement that are detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological, or cultural significance.
5. Grantor reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and that are consistent with the intent and purpose of this Conservation Easement.
6. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.

7. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area. Grantor shall be responsible and liable for all costs and liabilities related to the Conservation Area and Conservation Easement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Conservation Easement or any other contract. The City of Fort Lauderdale, Florida, is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees acting within the course and scope of their employment to the extent of the waiver and limitations of Section 768.28, Florida Statutes.
8. To the extent Grantor is not exempt from real property taxes and assessments levied by competent authority on the Conservation Area, Grantor shall pay any and all applicable real property taxes and assessments levied by competent authority on the Conservation Area.
9. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other available remedies. In any action in which Grantee prevails, Grantee shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural, or wooded condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the License. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under Chapter 27 of the Broward County Code of Ordinances, and as otherwise provided by law.
10. Enforcement of the terms and provisions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
11. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity that is qualified to hold such interests under the applicable state laws.
12. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the License if Grantor or any third party exercises any easement right or property interest or conducts or allows any other activity on the property that causes damage, degradation, or negative impacts to the Conservation Area. If the Conservation Area is damaged by hurricane, earthquake, or other casualty caused by nature, Grantor shall promptly notify

Grantee and restore the Conservation Area to the vegetative and hydrologic condition required by the License.

13. Grantor's obligation to retain and maintain the Conservation Area forever in the vegetative and hydrologic condition specified in this Conservation Easement and the License shall run with the property described in Exhibits A and B, and shall be binding upon Grantor, and any and all heirs, assigns, successors, or successors-in-interest of Grantor, and all subsequent owners of the Property and Conservation Area, and inure to the benefit of Grantee, and any and all heirs, assigns, successors, or successors-in-interest.
14. If any provision of this Conservation Easement, or the application of this Conservation Easement to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected, as long as the purpose of the Conservation Easement is preserved.
15. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

FOR COUNTY:

Broward County

Attn: Tree Preservation Program Manager

Governmental Center, Room 423

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

FOR GRANTOR:

City of Fort Lauderdale

Attn: City Manager

100 N. Andrews Avenue

Fort Lauderdale, Florida 33301

16. The terms, conditions, restrictions, and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor conveys or divests itself of any interest in the Property or Conservation Area. Any future holder of Grantor's interest in the Property or Conservation Area shall be notified in writing by Grantor of this Conservation Easement.
17. This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, and successors-in-interest, which shall be recorded in the Public Records of Broward County, Florida.

18. This Conservation Easement shall be recorded in the Public Records of Broward County, Florida, and shall continue as a servitude running in perpetuity with the Property and Conservation Area. This Conservation Easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.
19. Grantor hereby covenants to Grantee that Grantor is lawfully seized of said Conservation Area in fee simple; that the Conservation Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgagees have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to this Conservation Easement against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

GRANTOR

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

\_\_\_\_\_

By \_\_\_\_\_  
DEAN J. TRANTALIS, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

\_\_\_\_\_  
Print Name  
(SEAL)

ATTEST:

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

Approved as to form:  
ALAIN E. BOILEAU, Interim City Attorney

\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known



**ACCEPTANCE BY BROWARD COUNTY**

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for EPGMD License No. TP18-1056.

ATTEST;

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Benjamin D. Crego (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney